



IFW 3639

AF

Attorney Docket No.: 3660P063

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Patent Application of:

John R. Starr, et al.

Application No.: 10/045,503

Filed: November 7, 2001

For: METHOD FOR SELECTING AN  
OPTIMAL BALANCE BETWEEN  
DIRECT COST AND A NUMBER  
OF SUPPLIERS

Examiner: Wu, Rutao

Art Unit: 3639

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to the Commissioner for Patents, PO Box 1450, Alexandria, Virginia 22313-1450

on April 7, 2006  
Christopher P. Marshall Date of Deposit  
(20) Marshall Name of Person Mailing Correspondence  
9/7/2006 Signature Date

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

CHANGE OF CORRESPONDENCE ADDRESS,  
POWER OF ATTORNEY, AND REVOCATION OF PREVIOUS POWERS

Please direct all future correspondence regarding the above-referenced patent application to Lester J. Vincent, Reg. No. 31,460, Blakely, Sokoloff, Taylor, & Zafman LLP, 12400 Wilshire Boulevard, Seventh Floor, Los Angeles, California 90025, and direct all telephone calls to the same at (408) 720-8300.

Ariba, Inc.

(Name of Assignee)

("assignee"), a company organized under the laws of Delaware, having a place of business at 807 11th Avenue, Sunnyvale, CA 94089, USA

(Address)

hereby states that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the above-referenced patent and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee. Upon information and belief, the following assignment documents evidence the placement of title in the assignee:

an Assignment Recordation dated March 9, and 14, 2006 (a photocopy of which is attached hereto), a photocopy of which was mailed to the U.S. Patent and Trademark Office on March 16, 2006.

Pursuant to 37 C.F.R. §§ 1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints the practitioners associated with **Customer Number 08791** as the assignee's respective patent attorneys and patent agents, with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Assignee of Interest: Ariba, Inc.  
(Type or Print)  
Dated: 4/6/06 By: [Signature]  
Name: Landon Edmond  
(Type or Print)  
Title: Senior Counsel  
(Type or Print)  
Address of Assignee of Interest:  
807 11th Avenue  
Sunnyvale, CA 94089, USA

Respectfully submitted,  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP  
Dated: 4/7/06 By: [Signature]  
Name: Lester J. Vincent  
(Type)  
Reg. No.: 31,460

12400 Wilshire Blvd.  
Seventh Floor  
Los Angeles, California 90025  
(408) 720-8300



Recordation Form Cover Sheet  
PATENTS ONLY

Attorney Docket No.: 3660P063

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John R. Starr and Javier Pena

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

3. Nature of Conveyance

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date(s): 03.14.2006 and 03.09.2006

2. Name and address of receiving party(ies):

Name: Ariba, Inc.

(a Delaware Corporation)

Internal Address: \_\_\_\_\_

Street Address: 807 11th Avenue

City: Sunnyvale State/Province: California Zip: 94089

Country: U.S.A.

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s): 10/045,503

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address: \_\_\_\_\_

Street Address: 12400 Wilshire Boulevard, 7<sup>th</sup> Floor  
Los Angeles, California 90025

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit Account Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Lester J. Vincent, Reg. No. 31,460

Name of Person Signing

[Signature]  
Signature

March 16, 2006

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, Virginia 22313-1450

Attorney's Docket

No.: 3660P063

## **ASSIGNMENT**

**PATENT**

(For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we

the undersigned, John R. Starr and Javier Pena

hereby sell, assign, and transfer to ARIBA, INC.

a corporation of DELAWARE, having a principal place of business at

807 11th Avenue, Sunnyvale, California 94089, ("Assignee"),

and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that was filed November 7, 2001 and assigned Application No. 10/045,503 and is entitled

METHOD FOR SELECTING AN OPTIMAL BALANCE BETWEEN DIRECT COST AND  
A NUMBER OF SUPPLIERS

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 3/14/06, 20 John R. Starr  
Name: John R. Starr

Date: \_\_\_\_\_, 20 \_\_\_\_\_  
Name: Javier Pena

Date: \_\_\_\_\_, 20 \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_\_  
Name: \_\_\_\_\_

State of: \_\_\_\_\_ }  
County of: \_\_\_\_\_ } SS. Assignment Document Return Address:  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP  
12400 Wilshire Blvd., Seventh Floor  
Los Angeles, California 90025-1026  
(408) 720-8598

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, \_\_\_\_\_,  
the undersigned Notary Public, personally appeared \_\_\_\_\_

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to  
be the person(s) whose name(s) subscribed to the within instrument, and  
acknowledged that executed it.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature

Attorney's Docket

**ASSIGNMENT**

**PATENT**

No.: 3660P063

(For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we

the undersigned, John R. Starr and Javier Pena

hereby sell, assign, and transfer to ARIBA, INC.

a corporation of DELAWARE, having a principal place of business at

807 11th Avenue, Sunnyvale, California 94089, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that was filed November 7, 2001 and assigned Application No. 10/045,503 and is entitled

METHOD FOR SELECTING AN OPTIMAL BALANCE BETWEEN DIRECT COST AND  
A NUMBER OF SUPPLIERS

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: \_\_\_\_\_, 20\_\_

Name: John R. Starr

Date: March 9/06, 20\_\_

Javier F. Pena  
Name: Javier Pena

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

State of: \_\_\_\_\_ }

County of: \_\_\_\_\_ }

SS. Assignment Document Return Address:  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP  
12400 Wilshire Blvd., Seventh Floor  
Los Angeles, California 90025-1026  
(408) 720-8598

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
the undersigned Notary Public, personally appeared \_\_\_\_\_

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to  
be the person(s) whose name(s) subscribed to the within instrument, and  
acknowledged that executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature